

**LETTER OF INTENT**

March 3, 2026

**Remi FZC LLC**

**Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates**

**Dubai, UAE**

Dear Sirs,

This Letter of Intent (the “**LOI**”) outlines the mutual interest of **Chari**, a company incorporated under the laws of Morocco (“**the Company**”) and **REMI FZC LLC**, an entity incorporated and existing under the laws of the United Arab Emirates, under the registration number 4426805, having its registered address at Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates (“**Remi**”) with respect to a potential agreement between the Company and the under which Chari will partner with Remi, whereby the Company will act as the local processing and settlement layer responsible for the conversion of foreign currency (FCY) into local currency (LCY) and the execution of payments to Moroccan wallets, bank accounts & pre-paid cards. In parallel, both parties will also explore further areas of mutual collaboration on fintech and digital initiatives as part of the long-term partnership. (the “**Potential Agreement**”).

- 1. Purpose.** The purpose of this LOI is to express the parties’ mutual interest to explore the possibility of the Potential Agreement.
- 2. Scope and terms of the Potential Agreement.** The parties shall engage in discussions to determine the scope and nature of the Potential Agreement and is subject to the parties identifying and agreeing upon the appropriate business and technical model and other key terms, and entering into mutually agreeable definitive agreement (“**Definitive Agreement**”).
- 3. Confidentiality.** The Mutual Confidentiality Agreement entered into between <Company Name> and Remi FZC LLC and effective as of March 3, 2026 (the “**Confidentiality Agreement**”) shall remain in full force and effect.
- 4. Non-binding.** Except for paragraphs 3 through 5 of this LOI (which are legally binding upon execution of this LOI), this LOI is a statement of mutual intention; it is not intended to be

legally binding and does not constitute a binding contractual commitment with respect to the Potential Agreement.

5. **Expiry.** This LOI will automatically terminate upon the earliest of the following: (i) six months from the signature date, (ii) execution of a Definitive Agreement by the parties, (iii) the mutual written agreement of the parties, or (iv) written notice of termination by any of the parties; provided, however, that paragraphs 3 through 5 shall survive the expiry or termination of this LOI.
6. **Governing Law; Jurisdiction.** This LOI shall be governed by and construed in accordance with the laws of the United Arab Emirates, without giving effect to any principles of conflicts of law. Any proceeding arising out of or relating to this LOI shall be brought in the courts of UAE and each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding.
7. **Project Coordination and Progress Meetings.** Each Party shall designate a single point of contact for all project-related communications and follow-up. The Parties shall establish a joint working group, composed of their respective single point of contacts and relevant representatives, to hold progress meetings. The purpose of these meetings shall be to review and agree on all project related matters, agree on the way forward, and facilitate the signature of the definitive agreement, including alignment on the Statement of Work and the Project Implementation Plan.

For and on behalf of  
**Chari**

Signé par :  
  
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Name: Ismael Belkhayat  
Title: Chief Executive Officer

For and on behalf of  
**Remi FZC LLC**

Signed by:  
  
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Name: Ahmed M. Amer  
Title: Chief Executive Officer